

EXHIBIT

A

US Patent 5,840,722

HDP Reference 8493-500059

Chain of Title/Ownership Recordation

1. 008257/0686 4 Pages
Assignment
Inventors to BASF Aktiengesellschaft
2. 013616/0001 6 Pages
Security Agreement
Myogen, Inc. to GATX Ventures, Inc. and Silicon Valley Bank
3. 013746/0941 5 Pages
Assignment
BASF Aktiengesellschaft to Abbott GmbH & Co. KG
4. 017480/0281 6 Pages
Release of Security Interest
Silicon Valley Bank to Myogen, Inc.
5. 017025/0877 5 Pages
Release of Security Interest
GATX Ventures, Inc. and Silicon Valley Bank to Myogen, Inc.



United States Patent and Trademark Office

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Assignments on the Web > Patent Query

Patent Assignment Abstract of Title

NOTE: Results display only for issued patents and published applications.
For pending or abandoned applications please consult USPTO staff.

Total Assignments: 5

Patent #: 5840722 Issue Dt: 11/24/1998 Application #: 08718377 Filing Dt: 09/30/1996
Inventors: ERNST BAUMANN, UWE J. VOGELBACHER, JOACHIM RHEINHEIMER, DAGMAR KLINGE, HARTMUT RIECHERS et al
Title: USE OF CARBOXYLIC ACID DERIVATIVES AS DRUGS

Assignment: 1

Reel/Frame: 008257/0686 Recorded: 09/30/1996 Pages: 4

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: BAUMANN, ERNST	Exec Dt: 06/04/1995
VOGELBACHER, UWE JOSEF	Exec Dt: 06/04/1995
RHEINHEIMER, JOACHIM	Exec Dt: 06/04/1995
KLINGE, DAGMAR	Exec Dt: 06/04/1995
RIECHERS, HARTMUT	Exec Dt: 06/04/1995
KROEGER, BURKHARD	Exec Dt: 06/04/1995
BIALOJAN, SIEGFRIED	Exec Dt: 06/04/1995
BOLLSCHWEILER, CLAUS	Exec Dt: 06/04/1995
WERNET, WOLFGANG	Exec Dt: 06/04/1995
UNGER, LILIANE	Exec Dt: 06/04/1995
RASCHACK, MANFRED	Exec Dt: 06/04/1995

Assignee: BASF AKTINEGESELLSCHAFT
67056 LUDWIGSHAFEN, GERMANY

Correspondent: KEIL & WEINKAUF
HERBERT B. KEIL
1101 CONNECTICUT AVE. N.W.
WASHINGTON, D.C. 20036

Assignment: 2

Reel/Frame: 013616/0001 Recorded: 01/06/2003 Pages: 6

Conveyance: SECURITY AGREEMENT

Assignor: MYOGEN, INC.	Exec Dt: 12/06/2002
Assignees: GATX VENTURES, INC.	
3687 MT. DIABLO BLVD., SUITE 200	
LAFAYETTE, CALIFORNIA 94549	
SILICON VALLEY BANK	
4410 ARAPAHOE, SUITE 200	
BOULDER, COLORADO 80303	

Correspondent: GATX VENTURES, INC.
JOHN C. BOMBARA
ATTN: LEGAL DEPARTMENT
16 MUNSON ROAD, 5TH FLOOR
FARMINGTON, CONNECTICUT 06032

Assignment: 3

Reel/Frame: 013746/0941

Recorded: 02/21/2003

Pages: 5

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: BASF AKTIENGESELLSCHAFT

Exec Dt: 02/18/2003

Assignee: ABBOTT GMBH & CO. KG

KNOLLSTRASSE LUDWIGSHAFEN

LUDWIGSHAFEN, GERMANY

Correspondent: WOOD PHILLIPS KATZ, ET AL.

MARTIN L. KATZ

500 WEST MADISON STREET

CITICORP CENTER, SUITE 3800

CHICAGO, IL 6066-2511

Assignment: 4

Reel/Frame: 017480/0281 ✓

Recorded: 01/23/2006

Pages: 6

Conveyance: RELEASE BY SECURED PARTY (SEE DOCUMENT FOR DETAILS).

Assignor: SILICON VALLEY BANK

Exec Dt: 01/11/2006

Assignee: MYOGEN, INC.

7575 W 103RD AVE., SUITE 102

WESTMINSTER, COLORADO 80021

Correspondent: SILICON VALLEY BANK

LOAN COLLATERAL HF154

3003 TASMAN DRIVE

SANTA CLARA, CA 95054

Assignment: 5

Reel/Frame: 017025/0877 ✓

Recorded: 01/18/2006

Pages: 5

Conveyance: RELEASE BY SECURED PARTY (SEE DOCUMENT FOR DETAILS).

Assignor: GATX VENTURES, INC. AND SILICON VALLEY BANK

Exec Dt: 01/13/2006

Assignee: MYOGEN, INC.

7575 WEST 103RD AVENUE, #102

WESTMINSTER, COLORADO 80021

Correspondent: BRAD SCHOENFELD

1675 BROADWAY, SUITE 750

DENVER, CO 80202

Search Results as of: 07/17/2007 05:47 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350, v.2.0.1

Web Interface last modified: April 20, 2007 v.2.0.1

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①

89 Rec'd PCT/PTO 50 SEP 1996

12-09-1996

06/718377

A13

12-09-1996

1883-2542

To the Honorable Commissioner of Patents and
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Ernst BAUMANN, Uwe Josef WOGGELBACHER,
 Joachim SPREINHOFER, Dagmar KLING, Hartmut RIECHERS
 Burkhard KRÖZER, Siegfried BIALOJAN,
 Claus BÖLBSCHWILDER, Wolfgang WERNET
 Additional name(s) of conveying party(ies):
 attached Yes No

2. Name and address of receiving party(ies):

HASF Aktiengesellschaft
 Street Address: 67056 Ludwigshafen
 Germany

3. Nature of conveyance:

Assignment
 Security Agreement Merger
 Change of Name

City: _____ State: _____ ZIP: _____

Execution Date: 6/4/95

Additional name(s) & address(es) attached?
 Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application,
 the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom
 correspondence concerning document should
 be mailed:

Name: Herbert B. Kell
 Internal Address:

Street Address: Kell & Weintraub
 1101 Connecticut Ave. N.W.
 City: Washington State: D.C. ZIP: 20036

6. Total number of applications and
 and patents involved: 17. Total Fee(^{37 CFR 3.41}).... \$ 40.00 Enclosed8. Authorized to be charged to
 Deposit Account

DO NOT USE THIS SPACE

12345 U.S. PTO

12/05/96

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any
 attached copy is a true copy of the original document.

Herbert B. Kell
 Name of Person Signing

Signature

Date

Total number of pages 4

E

FROM :

FAX NO. :

Jul. 18 2007 03:26PM P15

Lillian UNGER
Manfred RASCHACK

PATENT
REF ID: 8257 PRAM11: 0687

U S A

ASSIGNMENT

O. Z. 005044751

WHEREAS, we

Ernst Baumann, Falkenstr.6, 67373 Dudenhofen
Uwe Josef Vogelbacher, Niedererdstr.56, 67071 Ludwigshafen
Joachim Rheinheimer, Merziger Str.24, 67063 Ludwigshafen
Dagmar Klinge, Brückenkopfstr.15, 69120 Heidelberg
Hartmut Riechers, Bergstr.44, 67067 Ludwigshafen
Burkhard Kröger, Tilsiterstr. 21, 67117 Limburgerhof
Siegfried Blaßofan, In den Auwiesen 49, 68723 Oftersheim
Claus Böllschweller, Karl-Christi-Str.13, 69118 Heidelberg
Wolfgang Werner, Burgweg 115, 67454 Hassenloch
Liliane Unger, Wollstr. 129, 67065 Ludwigshafen
Manfred Raschack, Donnersbergstr.7, 67256 Weisenheim
Federal Republic of Germany
citizens of the Federal Republic of Germany,

have invented certain new and useful improvements in

The use of carboxylic acid derivatives as drugs

as fully set forth and described in the specification executed by us as

Serial No. , filed

preparatory to obtaining Letters Patent of the United States therefor, and

WHEREAS, BASF Aktiengesellschaft, having a place of business at 67056 Ludwigshafen, Federal Republic of Germany, is desirous of acquiring said invention and application and the exclusive right in and to the Letters Patent to be granted therefor:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, the receipt whereof is hereby acknowledged, and other valuable consideration, we, the said

Ernst Baumann, Uwe Josef Vogelbacher, Joachim Rheinheimer, Dagmar Klinge, Hartmut Riechers, Burkhard Kröger,
Siegfried Blaßofan, Claus Böllschweller, Wolfgang Werner, Liliane Unger, Manfred Raschack,

have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said BASF Aktiengesellschaft the full and exclusive right to the said invention and application and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor, and in and to any and all divisions, reissues, confirmations and extensions thereof.

We hereby authorize and request the Commissioner of Patents to issue the said Letters Patent, when granted, to said BASF Aktiengesellschaft, as the assignee of our entire right, title and interest in and to the same, for the sole use and benefit of said BASF Aktiengesellschaft, its successors and assigns.

FURTHER, we agree that we will communicate to said BASF Aktiengesellschaft, or its representatives, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitution, renewal and reissue applications, make all rightful oaths and generally do everything possible to aid said BASF Aktiengesellschaft, its successors and assigns to obtain and enforce proper protection for said invention in the United States.

The undersigned hereby grant(s) the firm of Messrs. Keil & Weinkauf, 1101 Connecticut Ave., N. W., Washington, D. C. 20036 the power to insert on this assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

U.S.A

Page 2

O.Z. 0051144751

IN TESTIMONY WHEREOF we hereunto set our hands,

Date: 06.04.1995 Ernst Baumann Date: 06.04.1995 Uwe Josef Vogelbacher
Ernst Baumann Uwe Josef Vogelbacher

Date: 06.04.1995 Joachim Rethmeier Date: 06.04.1995 Dagmar Klinke
Joachim Rethmeier Dagmar Klinke

Date: 06.04.1995 Harald Riechers Date: 06.04.1995 Burkhard Kröger
Harald Riechers Burkhard Kröger

Date: 06.04.1995 Siegfried Blaßjan Date: 06.04.1995 Claus Böllschweller
Siegfried Blaßjan Claus Böllschweller

Date: 06.04.1995 Wolfgang Werner Date: 06.04.1995 Liliane Unger
Wolfgang Werner Liliane Unger

Date: 06.04.1995 Manfred Raschack

PATENT

REF.: 8257 FRAME: 0689

01-08-2003

Form PTO-1595
(Rev. 10/02)
OMB No. 0851-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102328431

1-6-03

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MYOGEN, INC.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

 Assignment Merger Security Agreement Change of Name Other _____12/6/02
Execution Date:

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

See attached.

B. Patent No.(s) _____

See attached.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: GATX Ventures, Inc.

Attn: Legal Department

Internal Address: _____

Street Address: 16 Munson Road, 5th Floor

City: Farmington State: CT Zip: 06032

6. Total number of applications and patents involved: 28

7. Total fee (37 CFR 3.41).....\$ 110.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

John C. Bombara, In-House Counsel

Name of Person Signing

Signature

12/30/02

Date

Total number of pages including cover sheet, attachments, and documents: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assessments
Washington, D.C. 20231

01/07/2007 070011 0000059 0903293

01 FC1021

1120.00 (P)

PATENT
REEL: 013618 FRAME: 0001

FROM :

FAX NO. :

Jul. 18 2007 03:36PM P13

Form PTO-1595
Continuation of Item 2

Silicon Valley Bank
4410 Arapahoe, Suite 200
Boulder, CO 80303

PATENT
REEL: 013616 FRAME: 0002

SCHEDULE I-A TO GRANT OF SECURITY INTERESTPATENTS

PATENTS	Filing Date	App. No.	Country	Pat. No.	Issue Date
MYOG:005-US	4/1/1998	09/053,293	U.S.	6,218,597	4/17/2001
MYOG:006-US	9/26/1997	08/838,105	U.S.	6,363,151	3/5/2002
MYOG:007-US	5/28/1998	09/047,755	U.S.	6,203,778	3/20/2001
MYOG:013-US	6/19/1998	09/100,497	U.S.	5,998,458	12/7/1999
MYOG:020-US	10/15/1998	09/173,798	U.S.	6,201,185	3/13/2001
Abbott 43997	10/19/1995	537,843	U.S.	5,703,017	12/30/1997
Abbott 44751	9/30/1998	718,377	U.S.	5,840,722	11/24/1998
Abbott 45281	3/27/1997	809,699	U.S.	5,932,730	8/3/1999
Abbott 480/1171	3/30/2000	508,893	U.S.	6,329,384	12/11/2001
Abbott 480/1176	3/20/2000	508,889		6,352,992	3/5/2002
Abbott 480/1181	4/27/2000	530,131		6,197,780	3/6/2001

SCHEDULE I-B TO GRANT OF SECURITY INT'L PTST

PATENT APPLICATIONS

PATENTS	Filing Date	App. No.Country	Pat. No.	Issue Date
MYOG:004-USD1	4/26/2000	09/558,472	U.S.	
MYOG:004-USD2	10/1/2001	09/869,086	U.S.	
MYOG:020-USC1	1/29/2001	09/772,503	U.S.	
MYOG:020-USC2	3/13/2001	09/805,699	U.S.	
MYOG:023-US	10/16/1998	09/173,795	U.S.	
MYOG:024-US	11/10/1999	09/438,075	U.S.	
MYOG:024-USC1	1/9/2002	10/043,658	U.S.	
MYOG:026-US	10/16/1998	09/173,799	U.S.	
MYOG:026-US	8/20/2000	09/843,206	U.S.	
MYOG:028-US	7/18/2001	09/908,988	U.S.	
MYOG:029-US	4/16/1998	09/061,417	U.S.	
MYOG:034-US	9/27/2001	60/325,311	U.S.	
MYOG:036-US	2/13/2001	09/782,953	U.S.	
UTEC:005-US	9/11/2002	10/241,368	U.S.	
UTSD:662-US	8/13/1999	09/374,453	U.S.	
UTSD:729-US	11/7/2001	10/045,594	U.S.	
UTSD:803-US	5/30/2002	10/159,971	U.S.	

GRANT OF SECURITY INTEREST**PATENTS**

THIS GRANT OF SECURITY INTEREST, dated as of December 6, 2002, is executed by MYOGEN, INC., a Delaware corporation ("Debtor"), in favor of GATX VENTURES, INC. and SILICON VALLEY BANK (collectively, "Secured Party").

A. Pursuant to a Venture Loan and Security Agreement, dated on or about the date hereof (the "Agreement") among Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the letters patent and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Patents");

C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party' address is:

GATX Ventures, Inc.
3687 Mount Diablo Blvd., Suite 200
Lafayette, California 94549

With a copy to:

GATX Ventures, Inc.
16 Munson Road
Farmington, CT 06032

Silicon Valley Bank
4410 Arapahoe, Suite 200
Boulder, CO 80303

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

MYOGEN, INC.

By: Joseph L. Turner

Name: Joseph L. Turner
Title: Vice President, Finance and Administration
and Chief Financial Officer

02-21-2006

Comparable to Form PTO-1619A
Effective 06/03/99
OMB#651-0227

TO: Director, U.S. Pa

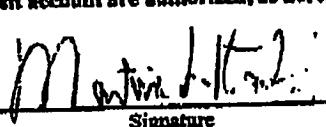
102369636

Please record the attached original document(s), or copy(ies).

COVER SHEET
VLYU.S. Department of Commerce
Patent and Trademark Office
PATENT

12, Washington, D.C. 20231

2-21-03

SUBMISSION TYPE <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) <input type="checkbox"/> Document ID# <input type="checkbox"/> Correction of PTO Error Rec'l # _____ Frame# _____ <input type="checkbox"/> Corrective Document Rec'l # _____ Frame# _____		CONVEYANCE TYPE <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other U.S. Government (For Use ONLY by U.S. Government Agencies) <input type="checkbox"/> Department File <input checked="" type="checkbox"/> Secret File
CONVEYING PARTY(IES): (Last name first) BASF Aktiengesellschaft 67056 Ludwigshafen, Germany		RECEIVING PARTY: Abbon GmbH & Co. KG Knollstrasse Ludwigshafen, Germany
Mark if additional names of conveying parties attached <input type="checkbox"/>		Mark if additional names of receiving parties attached <input type="checkbox"/>
APPLICATION NUMBER(S) OR PATENT NUMBER(S) <small>Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property). If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named inventor: 00/00/00</small>		Mark if additional numbers attached <input type="checkbox"/> Patent Number(s): See Attached Schedule A (4,945,114; 4,944,943; ...)
TOTAL NUMBER OF PROPERTIES: Enter the total number of properties involved: One		
PATENT COOPERATION TREATY (PCT): <small>Enter PCT application number only if a U.S. Application Number has not been assigned:</small>	NUMBER OF PAGES: <small>Enter the total number of pages contained in the conveyance document including any attachment(s). DO NOT include the Recordation Form Cover Sheet pages in this total.</small>	
CORRESPONDENT NAME AND ADDRESS: Wood, Phillips, Katz, Clark & Muntner Citicorp Center, Suite 3800 500 West Madison Street Chicago, Illinois 60661-2511 (312) 876-1800	FEES AMOUNT: Total Fee (37 CFR 3.41) \$3,120.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Charge to Deposit Account 23-0785 <input checked="" type="checkbox"/> The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account 23-0785.	
STATEMENT AND SIGNATURE <small>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as herein indicated.</small>		
02/21/2007 REVERSE 00000124 4945114 01 FEB 2007 Martin L. Katz Name of Person Signing	 Signature	February 20, 2003 Date

PATENT
REEL: 013746 FRAME: 0941

19-FEB-2003 17:13

ABBOTT GMBH&CO.KG GT

S.03/05

SCHEDULE A

<u>OZ Number</u>	<u>Patent No.</u>
0050-039350	4,945,114
0050-039749	4,944,943
0050-040392	6,015,685
0050-041276	5,663,141
0050-042201	5,393,873
0050-042431	5,334,607
0050-042528	5,489,583
0050-043335	5,473,080
0050-043326	5,521,209
0050-043337	5,475,105
0050-043852	5,248,823
0050-043942	5,338,749
0050-044044	5,684,040
0050-044409	5,587,506
0050-044433	5,908,844
0050-044449	6,066,502
0050-044488	5,919,762
0050-044492	5,703,091
0050-044494	5,616,705
0050-044497	5,693,637
0050-044751	5,840,722
0050-044849	5,864,012
0050-044850	5,886,147
0050-044966	6,455,671
0050-045045	6,090,807
0050-045046	6,342,604

19-FEB-2003 17:14

ABBOTT GMBH&CO.KG GI

5.04/05

0050-045047	6,124,294
0050-045048	5,958,923
0050-045085	6,028,073
0050-045086	5,753,690
0050-045161	5,475,017
0050-045281	5,932,730
0050-045480	5,852,051
0050-045591	5,786,498
0050-045622	5,932,567
0050-045644	6,030,972
0050-046048	5,965,700
0050-046160	6,004,988
0050-046259	6,440,975
0050-046760	6,103,732
0050-047156	6,124,472
0050-047212	6,114,358
0050-047213	6,440,937
0050-047291	6,222,034
0050-047412	6,380,220
0050-047511	6,251,917
0050-047573	6,172,072
0050-047592	6,103,720
0050-047619	6,448,248
0050-048000	6,177,570
0050-048024	5,622,953
0050-048044	6,166,222
0050-048067	6,139,962
0050-048068	6,159,981
0050-048131	6,472,392

19-FEB-2003 17:14

ABBOTT GMBH&CO. KG GI

6.05/25

0050-048137	6,365,155
0050-048220	6,355,647
0050-048310	5,798,247
0050-048416	5,827,731
0050-048476	6,346,622
0050-048479	6,414,157
0050-048503	6,011,181
0050-048827	6,235,903
0050-048967	6,448,254
0050-048968	6,436,925
0050-049043	6,234,033
0050-049044	6,482,832
0050-049268	6,759,541
0050-049277	6,458,821
0050-049278	6,300,354
0050-049574	6,448,271
0050-049618	5,969,134
0050-049934	6,248,865
0050-049935	6,096,755
0050-049978	6,407,067
0050-050588	6,197,958
0050-051075	6,403,593
0050-051079	6,444,817

19-FEB-2003 17:13

ABBOTT GMBH&CO.KG GT

S.02/05

ASSIGNMENT

WHEREAS, BASF Aktiengesellschaft ("Assignor"), a German corporation with offices at 67056 Ludwigshafen, Germany, is the owner of the entire right, title and interest to the patents, patent (the "Patents") listed in Schedule A annexed hereto and made a part hereof; and

WHEREAS, Abbott GmbH & Co. KG ("Assignee"), a German corporation with offices at Knollstrasse Ludwigshafen, Germany, is desirous of acquiring the entire right, title and interest in and to the Patents listed in Schedule A annexed hereto.

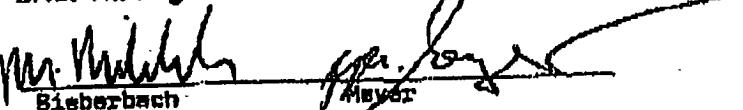
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns and transfers to Assignee the entire right, title and interest in and to the Patents, including, but not limited to, all reissues, divisions, continuations and extensions of the Patents, all rights of action arising from the Patents, all claims for damages by reason of past infringement of the Patents and the right to sue and collect damages for such infringement, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made.

Dated:

February 18, 2003

By:

BASF Aktiengesellschaft


Mr. Michael Meyer

Title:

Directors

RECORDED: 02/21/2003

PATENT
REEL: 013746 FRAME: 0945

01-25-2006

112316

FORM PTO-1595

(Rev. 08/05)

Office OMB No 0651-0027 (exp 06/30/2008)

RE:



SET

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark

103164670

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Silicon Valley BankAdditional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s): 01/10/2006

Execution Date: 01/11/2006

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Release

2. Name and address of receiving party(ies): Myogen, Inc.

Name: Myogen, Inc.

Internal Address:

Street Address: 7575 W 103rd Ave., Suite 102

City: Westminster

State: Colorado

Country: USA

Zip: 80021

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

 This document is being filed together with a new application.

A. Patent Application No. (s)

09772603 10045604

09969088

09782953

10043658

10241368

B. Patent No. (s)

5703017 8924415 6197760 6032026

6363151 5840722 5932730 6740751

5898458 6203776 6218597

6657104 6673768 6201165

6329384 6372957 6352892

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Silicon Valley Bank

Internal Address: Loan Collateral HF154

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA Zip: 95054

Phone Number: (408) 654-4042

Fax Number: (408) 654-6313

Email Address: ldc@svbank.com

6. Total number of applications and patents involved: 23

7. Total fee (37 CFR 1.21 (h) & 3.41) \$920.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers
Expiration Dateb. Deposit Account Number
Authorized User Name9. Signature: John R. Ross

Signature

11/11/2006
Date

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheets) should be faxed to (703) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

01/25/2006 DUYRNE 00000026 09772603

920.00 DP

01 FC:0021

GRANT OF SECURITY INTERESTPATENTS

THIS GRANT OF SECURITY INTEREST, dated as of December 6, 2002, is executed by MYOGEN, INC., a Delaware corporation ("Debtor"), in favor of GATX VENTURES, INC. and SILICON VALLEY BANK (collectively, "Secured Party").

A. Pursuant to a Venture Loan and Security Agreement, dated on or about the date hereof (the "Agreement") among Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the letters patent and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Patents");

C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party' address is:

GATX Ventures, Inc.
3687 Mount Diablo Blvd, Suite 200
Lafayette, California 94549

With a copy to:

GATX Ventures, Inc.
16 Munson Road
Farmington, CT 06032

Silicon Valley Bank
4410 Arapahoe, Suite 200
Boulder, CO 80303

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

MYOGEN, INC.

By: Joseph L. Turner

Name: Joseph L. Turner
Title: Vice President, Finance and Administration
and Chief Financial Officer

SCHEDULE I-A TO GRANT OF SECURITY INTERESTPATENTS

ATENTS	Filing Date	App. No.	Country	Pat. No.	Issue Date
YOG:005-US	4/1/1998	09/053,293	U.S.	6,218,597	4/17/2001
YOG:006-US	9/26/1997	08/938,105	U.S.	6,353,161	3/5/2002
YOG:007-US	5/26/1998	09/047,755	U.S.	6,203,776	3/20/2001
YOG:013-US	6/19/1998	09/100,497	U.S.	5,998,458	12/7/1999
YOG:020-US	10/15/1998	09/173,798	U.S.	6,201,165	3/13/2001
bbolt 43997	10/19/1995	537,843	U.S.	5,703,017	12/30/1997
bbolt 44751	9/30/1996	718,377	U.S.	6,840,722	11/24/1998
bbolt 45281	3/27/1997	809,699	U.S.	5,932,730	8/3/1999
bbolt 480/1171	3/30/2000	508,993	U.S.	6,329,384	12/11/2001
bbolt 480/1175	3/20/2000	508,989		6,352,992	3/5/2002
bbolt 480/1181	4/27/2000	530,131		6,197,780	3/6/2001

SCHEDULE I-B TO GRANT OF SECURITY INTERESTPATENT APPLICATIONS

PATENTS	Filing Date	App. No.Country	Pat. No.	Issue Date
MYOG:004-USD1	4/25/2000	09/558,472		U.S.
MYOG:004-USD2	10/1/2001	09/969,086		U.S.
MYOG:020-USC1	1/29/2001	09/772,503		U.S.
MYOG:020-USC2	3/13/2001	09/805,699		U.S.
MYOG:023-US	10/15/1998	09/173,795		U.S.
MYOG:024-US	11/10/1999	09/438,075		U.S.
MYOG:024-USC1	1/9/2002	10/043,658		U.S.
MYOG:025-US	10/15/1998	09/173,799		U.S.
MYOG:026-US	8/20/2000	09/643,206		U.S.
MYOG:028-US	7/18/2001	09/908,988		U.S.
MYOG:029-US	4/16/1998	09/061,417		U.S.
MYOG:034-US	9/27/2001	60/325,311		U.S.
MYOG:036-US	2/13/2001	09/782,953		U.S.
UTEC:005-US	9/11/2002	10/241,368		U.S.
UTSD:562-US	8/13/1999	09/374,453		U.S.
UTSD:729-US	11/7/2001	10/045,594		U.S.
UTSD:803-US	5/30/2002	10/159,971		U.S.

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN PATENTS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of Myogen, Inc. ("Assignor") in the patented works set forth in that certain **Grant Of Security Interest** dated December 6, 2002, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on January 6, 2003, Reel 013616, Frame(s) 0001

Dated: January 11, 2006

SILICON VALLEY BANK

By: Maribel Higareda
Name: Maribel Higareda
Title: Operations Supervisor

Patent and Trademark Office

RECORDED: 01/23/2006

PATENT
REEL: 017480 FRAME: 0286

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA		
Name		Execution Date
GATX Ventures, Inc. and Silicon Valley Bank		01/13/2008
RECEIVING PARTY DATA		
Name:	Myogen, Inc.	
Street Address:	7575 West 103rd Avenue, #102	
City:	Westminster	
State/Country:	COLORADO	
Postal Code:	80021	
PROPERTY NUMBERS Total: 28		
Property Type	Number	
Patent Number:	6218597	
Patent Number:	6353151	
Patent Number:	6203776	
Patent Number:	5998458	
Patent Number:	6201165	
Patent Number:	5703017	
Patent Number:	5840722	
Patent Number:	6912710	
Patent Number:	6379381	
Patent Number:	6352992	
Patent Number:	8497780	
Application Number	10558477	
Application Number	10460086	
Application Number	10477243	
Application Number	10481549	

PATENT

REEL: 017025 FRAME: 0877

500071832

OP: \$1120.00 S218597

Application Number:	09173795
Application Number:	09438075
Application Number:	10043658
Application Number:	09173799
Application Number:	09643206
Application Number:	09808981
Application Number:	09061417
Application Number:	60325311
Application Number:	09782953
Application Number:	10241368
Application Number:	09374453
Application Number:	10045594
Application Number:	10159971

CORRESPONDENCE DATA

Fax Number: (303)672-0101
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3036720106
Email: bshoenfeld@kkofirm.com
Correspondent Name: Brad Schoenfeld
Address Line 1: 1675 Broadway, Suite 760
Address Line 4: Denver, CO 80202

NAME OF SUBMITTER:	Brad Schoenfeld
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Total Attachments: 3
source=Myopen - Release of Security Interest (Patents) #page1.tif
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source=Myopen - Release of Security Interest (Patents) #page3.tif

TERMINATION**OF****SECURITY INTEREST IN PATENTS**

This Termination of Security Interest in Patents (the "Termination") is executed by GATX VENTURES, INC. as Agent for GATX VENTURES, INC. and SILICON VALLEY BANK (the "Secured Parties"), in favor of MYOGEN, INC., a Delaware corporation (the "Debtor"), and is effective as of January 13, 2006.

RECITALS

A. Debtor and the Secured Party entered into a certain Venture Loan and Security Agreement, dated as of December 26, 2002 (the "Agreement").

B. The Grant of Security Interest in Patents, relating to the Agreement, was filed with the Patent and Trademark Office on January 6, 2003, at Reel 013616, Frame 0001.

C. Debtor has repaid all amounts due under the Agreement.

The Secured Parties therefore expressly terminate their security interest in the Collateral, including without limitation, the patents and patent applications listed on Schedule 1-A and 1-B attached hereto.

IN WITNESS WHEREOF, this Termination is executed as of the date first above written.

GATX VENTURES, INC., as Agent

By: Mary Keating
Name: Mary Keating
Title: Vice President

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

Patents	Filing Date	App. No.	Country	Pat. No.	Issue Date
MYOG:005-US	4/1/1998	09/053,293	U.S.	6,218,597	4/17/2001
MYOG:006-US	9/26/1997	08/938,105	U.S.	6,353,151	3/5/2002
MYOG:007-US	5/26/1998	08/047,766	U.S.	6,203,776	3/20/2001
MYOG:013-US	6/19/1998	08/100,497	U.S.	5,998,458	12/7/1999
MYOG:020-US	10/15/1998	09/173,708	U.S.	6,201,185	3/13/2001
Abbott 143997	10/18/1995	537,843	U.S.	5,703,017	12/30/1997
Abbott 144761	9/30/1996	718,377	U.S.	5,840,722	11/24/1998
Abbott 145281	3/27/1997	608,699	U.S.	5,932,730	8/3/1999
Abbott 1480/1171	3/30/2000	508,953	U.S.	6,329,384	12/11/2001
Abbott 1480/1175	3/20/2000	508,989		6,352,992	3/5/2002
Abbott 1480/1181	4/27/2000	530,131		6,197,780	3/6/2001

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

PATENT APPLICATIONS

PATENTS	Filing Date	App. No. Country	Pat. No.	Issue Date
MYOG:004-USD1	4/25/2000	09/558,472	U.S.	
MYOG:004-USD2	10/1/2001	09/669,086	U.S.	
MYOG:020-USC1	1/29/2001	09/772,503	U.S.	
MYOG:020-USC2	3/13/2001	09/805,699	U.S.	
MYOG:023-US	10/15/1998	09/173,785	U.S.	
MYOG:024-US	11/10/1999	09/438,075	U.S.	
MYOG:024-USC1	1/8/2002	10/043,658	U.S.	
MYOG:026-US	10/15/1998	09/173,799	U.S.	
MYOG:028-US	8/20/2000	09/543,208	U.S.	
MYOG:028-US	7/18/2001	09/808,888	U.S.	
MYOG:029-US	4/16/1998	09/081,417	U.S.	
MYOG:034-US	9/27/2001	09/325,311	U.S.	
MYOG:036-US	2/13/2001	09/782,953	U.S.	
UTEC:005-US	9/11/2002	10/241,358	U.S.	
UTSD:582-US	8/13/1999	09/374,453	U.S.	
UTSD:728-US	11/7/2001	10/045,594	U.S.	
UTSD:803-US	5/30/2002	10/159,971	U.S.	